

**AMENDMENT NUMBER ONE
TO THE CONTRACT FOR FOOD SERVICE BETWEEN KANSAS DEPARTMENT OF AGING AND DISABILITY
SERVICES AND A'VIANDS, LLC**

This Amendment Number One to the Contract made by and between the Secretary for the Kansas Department of Aging and Disability Services, with offices located 503 S. Kansas Ave. Topeka, KS 66603 (hereinafter referred to as "KDADS"), and A'viands, LLC, with offices located at 1751 West County Road B, Suite 300, Roseville, MN 55113 (hereinafter referred to as "Contractor" or "A'viands") and the Secretary of the Kansas Department of Administration ("KDA") (collectively referred to as the "Parties").

WHEREAS, KDADS and Contractor are parties to that certain Contract for Food Service (Contract ID 38152) effective May 20, 2013 (the "Contract") to provide food service at Larned State Hospital ("Larned") and Osawatomie State Hospital ("Osawatomie");

WHEREAS, the Parties mutually underestimated certain service, product and labor requirements and correlating costs;

WHEREAS, the Contract permits the Parties to modify the terms and conditions, upon mutual written agreement of the parties; and

WHEREAS, the Parties now desire to enter into this mutual written agreement to amend the Contract.

NOW, THEREFORE, the Parties, intending to be legally bound hereby, mutually agree hereto that the Contract is hereby modified as follows:

Section 5.2, subdivision d. provides:

Contractor shall be capable of mobilizing sufficient personnel to meet the deadlines specified in the Request for Proposal. Contractor shall provide a system of professional staff development to the on-site personnel, including Inmate workers and Inmate training, where applicable, Contractor shall fairly consider and provide opportunities to current food service staff for employment.

The Parties hereby wish to modify Section 5.2, subdivision d. to state the following:

Contractor shall be capable of mobilizing sufficient personnel to meet the deadlines specified in the Request for Proposal. Contractor shall provide a system of professional staff development to the on-site personnel, including Inmate workers and Inmate training, where applicable, Contractor shall fairly consider and provide opportunities to current food service staff for employment. KDADS agrees to continue additional security support such as kitchen searches, inmate pat downs, video monitoring and providing an as available presence in each of the kitchens where Contractors staff are operating. LSH will work with the KDOC to request to quantity of qualified inmate workers to properly operate the food service at Larned. Contractor further agrees to employ an additional individual to supervise such inmates at Larned.

Section 5.2, subdivision f. provides:

Contractor shall utilize standardized dinnerware in completing the work under this contract. Contractor shall provide for the utilization and replacement of current food service and utensils. Dinnerware selection and storage must reasonably accommodate usability and security concerns of the culturally and chronologically diverse consumer population provided the State has the facilities and the equipment necessary for such accommodation.

The Parties hereby wish to modify Section 5.2, subdivision f. to state the following:

Contractor shall utilize standardized dinnerware in completing the work under this contract. Contractor shall provide for the utilization and replacement of current food service and utensils. Dinnerware selection and storage must reasonably accommodate usability and security concerns of the culturally and chronologically diverse consumer population provided the State has the facilities and the equipment necessary for such accommodation. Provided, however, that the Parties agree that reusable trays should be purchased for use in the Larned and Osawatomie food service programs. The Parties shall mutually agree to the specific reusable trays to be order within ten (10) days of execution of the Agreement. A'viands will purchase the reusable trays from the vendor. A'viands will provide KDADS invoices for the reusable trays that shall divide the purchase as follows: (1) an invoice for Osawatomie; (2) and an invoice for Larned, with that invoice divided for (a) reusable trays purchased for the Larned hospital unit and (b) reusable trays purchased for the Larned Department of Corrections unit. KDADS shall reimburse A'viands for the full price of the reusable trays within thirty (30) days upon receipt of the Invoices

Section 5.2, subdivision m. provides:

Contractor agrees to provide consumers three (3) meals per day and snacks or other nutritional supplements as ordered by competent staff every day of the year. Therapeutic purpose staff meals must be available to those supervising patients at the same cost as patient meals. Therapeutic staff meals will be identical to patient meals and shall also include options for seconds. Non-therapeutic staff and patient's family meals shall be available at moderate costs. Contractor shall provide for a means of payment for non-therapeutic meals. Payment for such non-therapeutic meals will be collected and remitted to Contractor and costs shall not be included in the billing to the hospital.

The Parties hereby wish to modify Section 5.2, subdivision m. to state the following:

Contractor agrees to provide consumers three (3) meals per day and snacks or other nutritional supplements as ordered by competent staff every day of the year. Therapeutic purpose staff meals must be available to those supervising patients at the same cost as patient meals. Therapeutic staff meals will be identical to patient meals. Staff, inmates, patients, residents, and family and/or guests will not be eligible to receive seconds, unless required by a physician or medical professional.

Contractor shall provide hour of sleep ("HS") snacks to patients and residents at Osawatomie. Unless medically necessary as set forth by a physician or medical professional, Contractor shall provide each patient and resident a standard HS snack similar to the snacks set forth in the standard snack rotation schedule attached as Exhibit A to this Amendment, which will not include milk ("Standard HS Snack"). If KDADS elects to add milk to the Standard HS Snack, the Parties agree to increase the scheduled prices located in Section 5.9 of the Agreement, as amended, to add an additional price of nine cents (\$.09) per meal served. Contractor will comply with a physician or medical professional's requirements to provide a medically necessary HS snack to those certain patients and/or residents, including requirements related to significant calorie counts or otherwise varying from the Standard HS Snack ("Significant HS Snacks"). If KDADS elects to provide Significant HS Snacks to patients and/or residents where no such Significant HS Snack is medical necessary, then the Parties agree to increase the scheduled prices located in Section 5.9 of the Agreement to add an additional price an additional twenty two cents (\$.22) per meal served. Non-therapeutic staff and patient's family meals shall be available at moderate costs. Contractor shall provide for a means of payment for non-therapeutic meals. Payment for such non-therapeutic meals will be collected and remitted to Contractor and costs shall not be included in the billing to the hospital.

Section 5.2, subdivision u. provides:

Contractor shall be responsible for all long distance phone expenses, additional phone lines, copying expenses, office supply expenses, Internet access, wireless connections, clerical support and any other expenses related to Contractor's administrative performance of this contract.

The Parties hereby wish to modify Section 5.2, subdivision u. to state the following:

Contractor shall be responsible for all copying expenses, office supply expenses, clerical support and any other expenses related to Contractor's administrative performance of this contract. Provided, however, Contractor shall not be responsible for any costs allocated by KDADS or the state of Kansas related to Contractor's use of KDAD's Internet or electronic mail systems.

Section 5.9 provides:

5.9 PRICING

a. The per meal cost adjusts according to the Average Daily Census (ADC).

b. Larned State Hospital

<u>ADC</u>	<u>Meal Price</u>	<u>Per Annum Not to Exceed</u> <u>(Based on 1062 ADG)</u>
801-900	\$3.294	
901-1000	\$3.151	
1001-1100	\$3.038	\$3,532,860

In addition, A'viands will bill \$6,667.00/month for snacks. \$80,000

A'viands will not be responsible for providing Supplements and Nourishments at Larned State Hospital.

c. Osawatomie State Hospital

<u>ADC</u>	<u>Meal Price</u>	<u>Per Annum Not to Exceed</u> <u>(Based on 200 ADC)</u>
100-125	\$8.160	
126-150	\$7.050	
151-175	\$6.409	
176-200	\$5.715	
200-225	\$5.288	\$1,251,585

In addition, A'viands will bill \$2,000.00/month for snacks, \$24,000
nourishments and supplements.

In consideration for the modifications set forth herein, the Parties hereby wish to modify Section 5.9 to state the following:

5.9 PRICING

a. The per meal cost adjusts according to the Average Daily Census (ADC).

b. Larned State Hospital

<u>ADC</u>	<u>Meal Price</u>	<u>Per Annum Not to Exceed</u> <u>(Based on 1062 ADG)</u>
801-900	\$3.529	
901-1000	\$3.386	
1001-1100	\$3.273	\$3,806,138.97

In addition, A'viands will bill \$6,667.00/month for snacks, unless \$80,000

otherwise required herein.

A'viands will not be responsible for providing Supplements and Nourishments at Larned State Hospital.

c. Osawatomie State Hospital

<u>ADC</u>	<u>Meal Price</u>	<u>Per Annum Not to Exceed</u> <u>(Based on 200 ADC)</u>
100-125	<u>\$8.560</u>	
126-150	<u>\$7.450</u>	
151-175	<u>\$6.809</u>	
176-200	<u>\$6.115</u>	
201-225	<u>\$5.688</u>	<u>\$1,339,185</u>

In addition, A'viands will bill \$2,000.00/month for snacks, \$24,000
nourishments and supplements, unless otherwise required herein.

This Amendment Number One shall be effective as of December 1, 2013. All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect.

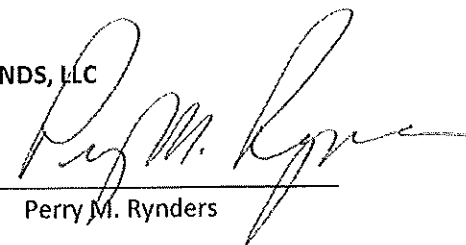
KANSAS DEPARTMENT OF AGING AND
DISABILITY SERVICE

By: 
Shawn Sullivan

Its: Secretary

Dated: 3/5/14

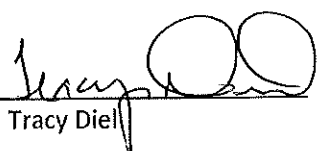
A'VIANDS, LLC

By: 
Perry M. Rynders

Its: CEO

Dated: 2/17/14

KANSAS DEPARTMENT OF ADMINISTRATION

By: 
Tracy Diel

Its: Director of Purchases

Dated: 3/7/14